

4. Relocation.

(a) If the Permitted Facilities conflict with a proposed Grantor use of the Easement Area after the date of this Agreement, the Grantor will, prior to any design work on a solution to the conflict, notify Grantee of the conflict and Grantee agrees to work with the Grantor to design a solution to the conflict. Grantor and Grantee agree to work together in good faith to develop a solution that is optimal for both parties.

(b) If the parties cannot reach agreement on a solution under Section 4(a) above, then if Grantor deems it necessary to relocate the Permitted Facilities due to the Grantor's intended future use of the Easement Area or the immediately surrounding property, or for other reasons determined by the Grantor, Grantor may relocate the Permitted Facilities, if it is operationally feasible and after submitting complete plans for the proposed relocation for review and approval by Grantee, provided that such approval shall not be unreasonably withheld, delayed, or conditioned. All work shall be performed in accordance with current Grantee standards. Any relocating of the Permitted Facilities for Grantor shall be at Grantor's sole expense.

(c) Timeframes of reviewing agencies shall not be the basis for a claim of delay.

(d) All relocation shall be performed only when permitted by and in accordance with Applicable Law and the requirements of any state or federal grant through which the Permitted Facilities were constructed. The Permitted Facilities will be constructed using funds from a grant from The National Infrastructure Investments Discretionary Grant Program (TIGER II Discretionary Grants) ("Grant"), which Grant prohibits termination of the Easement or any relocation of the Permitted Facilities, unless otherwise determined by MDOT (the Michigan Department of Transportation) or FHWA (the Federal Highway Administration) or their successor entities.

5. Claim Resolution Process. If either party believes it has a claim for property damage or personal injury against the other, it shall notify the other party of its claim promptly, and the parties shall attempt to resolve the claim within the then current claim resolution process in place, if any, between them.

6. Nature; Expiration; Termination. This Agreement shall run with the land and bind and benefit the Grantor and Grantee and their respective successor governmental entities; provided, however, that

(a) If the interest of Grantor in the Easement Area is of such a nature that it may be terminated by operation of law, then the Easement shall expire upon any such termination; and

(b) upon such time as (i) the Permitted Facilities solely serve Grantor's property and Grantee no longer needs or uses the Permitted Facilities; (ii) Grantee has failed to commence construction of the Permitted Facilities within thirty-two (32) months after execution of this Agreement and diligently pursue the work to completion, unless delayed by Grantor or force majeure; (c) Grantee abandons the Easement Area or ceases to use the Easement Area for its intended purposes for a period of five (5) consecutive years; (d) the entirety of the Permitted Facilities are relocated